

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**STATE OF CALIFORNIA, by and through
Attorney General Xavier Becerra; COUNTY OF
LOS ANGELES; CITY OF LOS ANGELES;
CITY OF FREMONT; CITY OF LONG BEACH;
CITY OF OAKLAND; CITY OF STOCKTON,**

Plaintiffs, and

**LOS ANGELES UNIFIED SCHOOL
DISTRICT,**

Plaintiff-Intervenor,

v.

**WILBUR L. ROSS, JR., in his official capacity as
Secretary of the U.S. Department of Commerce;
U.S. DEPARTMENT OF COMMERCE; DR.
STEVEN DILLINGHAM, in his official capacity
as Director of the U.S. Census Bureau; U.S.
CENSUS BUREAU; DOES 1-100,**

Defendants.

No. 3:18-cv-01865-RS

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs State of California; County of Los Angeles; City of Los Angeles; City of Fremont; City of Long Beach; City of Oakland; City of Stockton; and Plaintiff-Intervenor Los Angeles Unified School District (collectively, “Plaintiffs”); and Defendants Wilbur L. Ross, Jr., in his official capacity as United States Secretary of Commerce; the United States Department of Commerce; Dr. Steven Dillingham, in his official capacity as Director of the United States Census Bureau, and the United States Census Bureau (“Defendants”), by and through their undersigned counsel, enter into this Settlement Agreement and Release (the “Agreement”) as follows:

1. Defendants will pay Plaintiffs a total of nine hundred thousand dollars (\$900,000) in full and complete satisfaction of any claims by Plaintiffs for attorneys' fees and litigation expenses in connection with the case of *State of California v. Ross*, No. 3:18-cv-01865-RS ("Case No. 18-1865"). Defendants will also pay Plaintiffs a total of eighty-three thousand one hundred seventy-two dollars and seventy-three cents (\$83,172.73) in full and complete satisfaction of any claims by Plaintiffs for taxable costs in connection with Case No. 18-1865. These payments will constitute full and final satisfaction of any and all of Plaintiffs' claims for attorneys' fees, costs, and litigation expenses in Case No. 18-1865, and are inclusive of any interest.

2. Defendants will pay the above amounts by wire transfer to accounts at financial institutions or by check, as designated in writing by counsel for Plaintiffs, consistent with the normal processing procedures followed by Defendants and the United States Department of the Treasury. Defendants will pay the amounts as follows:

- \$845,908.31 to the account designated by the State of California (\$784,871.40 for attorneys' fees and \$61,036.91 for costs);
- \$123,145.26 to the account designated by Los Angeles Unified School District (\$101,009.44 for attorneys' fees and \$22,135.82 for costs); and
- \$14,119.16 to the City of Oakland (all for attorneys' fees).

3. Plaintiffs' counsel will provide Defendants' counsel the bank routing and account information for the accounts to receive such payments, or other information for the disbursements of such payments. After the parties' execution of this agreement, Defendants will promptly prepare and submit all required documentation to the Department of the Treasury for processing and disbursement of the payments set forth above. Upon execution of this Agreement and completion of the above-described acts, Plaintiffs release and forever discharge Defendants and their successors, the United States of America, and any department, agency, or establishment of

the United States, and any officers, employees, agents, successors, or assigns of such department, agency, or establishment, from any and all past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection with Case No. 18-1865. This release does not apply to any other litigation. The Parties agree that nothing in this Agreement bars or prohibits either Party from seeking to enforce the final judgment or permanent injunction in this case, or from enforcing this Agreement.

4. The parties acknowledge that this Agreement is entered into solely for the purpose of settling and compromising any claims for attorneys' fees, expenses, and costs incurred in this action without further litigation, and it will not be construed as evidence or as an admission regarding any issues of law or fact, or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or as an admission by the Defendants regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs or expenses. This Agreement will not be used in any manner to establish liability for fees, amounts, or hourly rates in any other case or proceeding.

5. This Agreement may be executed in counterparts on the parties' behalf by their attorneys of record, and is effective on the date by which both parties have executed this Agreement. Facsimiles and PDF versions of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

SO STIPULATED AND AGREED this 23rd day of October, 2019.

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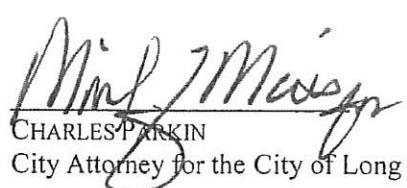
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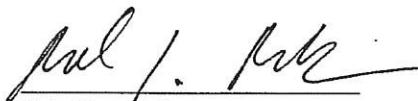
MIKE FEUER
City Attorney for the City of Los Angeles

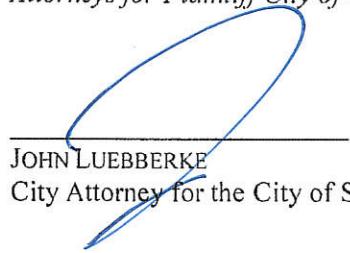
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